
OBSERVATIONS

ON

TWO LETTERS, &c.

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ON

TWO LETTERS,

ADDRESSED BY

THE RIGHT HONOURABLE
GENERAL FITZPATRICK

TO

THE RIGHT HONOURABLE
LORD KENYON,

*Published in the True Briton of Tuesday, March 4, 1800,
and in the Sun the Day following.*

L O N D O N:

Printed, by H. L. GALABIN, Ingram-Court,
FOR THE USE OF MR. MARTINDALE'S CREDITORS.

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OBSERVATIONS, &c.

TWO Letters of the Right Honourable GENERAL FITZPATRICK, addressed to the Right Honourable LORD KENYON, having had general circulation in print, the assignees under Mr. MARTINDALE's commission of bankruptcy, which occasioned those letters, consider it due to the numerous persons interested in the dependencies of that bankruptcy, to give equal publicity to the following important facts; the omission of which, as well as the erroneous allegations in the letters

referred to, evinces that the Right Honourable General has acted upon only a slight knowledge of the surface of the transaction.

The following statement appears in the first of the letters alluded to: " Among the
 " effects of Mr. Martindale, who, ha-
 " ving been engaged in trade, was become
 " a bankrupt, were found two notes of hand
 " of mine, for a debt due to that gentle-
 " man upon account of money lost at play.
 " On these notes being presented for pay-
 " ment, I made some inquiry into the con-
 " duct held by the assignees of Mr. Martin-
 " dale in cases where *similar* demands had
 " been brought against him; and, being
 " informed that, in every such instance,
 " they had uniformly made it their rule,
 " under the statute against gaming, to re-
 " fuse

"fuse payment, it did not appear to me
 "equitable that they should be entitled to
 "receive debts of exactly the same de-
 "scription as those the payment of which
 "they resisted. In order, however, to prove
 "that I acted under no fraudulent intention
 "of eluding to pay what I considered as
 "a just though not a legal debt, I signi-
 "fied my readiness to discharge it, when-
 "ever Mr. Martindale's affairs should be
 "so settled (as I was assured they would
 "be) as to place him in a situation to
 "receive it."

If the principle, which the Right Honour-
 able General has thus assumed for his justifi-
 cation in refusing payment of his debt to the
 assignees of Mr. Martindale, should, upon
 a superficial glance, have appeared specious,
 its examination by the true touchstone, *the*

facts

facts of the case, will in a moment expose its fallacy.

It was proved, upon the trial between the assignees and General Fitzpatrick, that the Right Honourable General, when he was successful at Mr. Martindale's gaming-table, received payment in cash, and carried the fruits of his good fortune away with him. And the investigation of the present dispute has discovered it to be incontrovertible, that Mr. Martindale's practice at his gaming-table was to produce ready money upon the spot for all occasions, a custom eventually so destructive of his property as to cause his bankruptcy.

Mr. Martindale, moreover, can inform the Right Honourable General, as he has confidently and even solemnly assured other persons

persons, of the material fact, *that when he became bankrupt he was not indebted one guinea for losses at play*: and certainly no claim upon his estate has been offered or heard of *for money lost at play*, though some demands were rejected by the commissioners upon other grounds.

The inquiry that naturally follows is, whence came the enormous sums of money advanced by Mr. Martindale at the gaming-table? — The true and obvious answer, *and which disposes of the Right Honourable General's principle*, is, — that they came out of the pockets of his too credulous and smarting creditors, who were ignorant of Mr. Martindale's proceedings, and who now seek to reimburse themselves from those debtors (the Right Honourable General being of the number) to the bankrupt estate, whose
accounts

accounts and engagements were rendered by Mr. Martindale, at Guildhall, as efficient effects and as his principal assets.

The Right Honourable General's premises being therefore groundless, and the money yet *unpaid* belonging in good conscience to Mr. Martindale's injured creditors exclusively, the Right Honourable General, it is hoped, will not suffer his candour and honour to be longer called upon in vain for retribution.

It is difficult to reconcile the Right Honourable General's declared anxiety to pay Mr. Martindale in preference to his creditors with his plea (not revived in the letters to Lord Kenyon) of *the statute of limitations*, which evinced that the debt had remained unpaid six years antecedent to Mr. Martindale's

tindale's bankruptcy; and the defeat of that plea proved that Mr. Martindale, impelled no doubt by his necessities, had been importunate for his money during that period; and, whoever knows Mr. Martindale, must be sensible that his vigilance and address, joined to his accurate information, from time to time, of the Right Honourable General's pecuniary means, could not fail to suggest to him the *best-timed*, though unfortunately always fruitless, applications.

To the disposition of the upright, noble, and learned Judge, the expression of whose truly-honourable feelings on this occasion has given the Right Honourable General so much disquietude, the following short quotation from the DIVERSIONS OF

B

PURLEY

PURLEY may be thought not inapplicable:

“ I ASSURE YOU HE HAS A TROUBLE-
 “ SOME, INQUISITIVE, SCRUPULOUS
 “ MIND OF HIS OWN, THAT WILL NOT
 “ TAKE MERE WORDS IN CURRENT
 “ PAYMENT.”

London,

March 13, 1800.



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